

A G E N D A

OCONEE COUNTY COUNCIL MEETING

TUESDAY, NOVEMBER 18, 1997

3:00 PM

1. Call to Order
2. Invocation
3. Approval of Minutes
4. Public Hearing to Receive Written and/or Oral Comments Regarding Ordinance 97-11 "CLEMSON-OCONEE COUNTY HEIGHT RESTRICTION ORDINANCE"
5. Third & Final Reading of Above Mentioned Ordinance
6. Consideration of ATAX Grant in the Amount of \$2,500 for the Greater Seneca Chamber of Commerce -Ms. Lilly L. Blue, ATAX Secretary
7. Second Reading of Ordinance 97-13, "COMMUNITY FACILITIES PLAN" - Mr. Tommy Abbott, Chairman, Planning Commission
8. Third & Final Reading of Ordinance 97-9, "AN ORDINANCE AUTHORIZING THE EXTENSION OF THE LEASE WITH OCONEE MEMORIAL HOSPITAL, INC. FOR AN ADDITIONAL TWENTY-FIVE (25) YEARS AND THE CONVEYANCE BY OCONEE MEMORIAL HOSPITAL, INC. OF A TRACT OF LAND CONTAINING APPROXIMATELY 57 ACRES ADJACENT TO THE SENECA LANDFILL TO OCONEE COUNTY AND OTHER MATTERS RELATING THERETO"
9. Consideration of Bids for Food for Law Enforcement Center - Captain Terry Wilson, LEC & Mrs. Jenny Peay, Purchasing Assistant
10. Consideration of Bids for Surplus Tires for Sale - Mr. Ronnie Smith, Assistant Motor Pool Foreman & Mrs. Jenny Peay, Purchasing Assistant
11. Consideration of Bids for Carpet for Administrative Offices & Department of Social Services - Mr. Jon Caime, County Engineer, Mr. Daniel Whitehurst, DSS Director & Mrs. Jenny Peay, Purchasing Assistant

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12. Consideration of Bids for Rural Fire:
 - (1) Radio & Communications Equipment
 - (2) Fire Fighting Equipment - Mr. Dewitt Mize, Rural Fire Marshal & Mrs. Jenny Peay, Purchasing Assistant
13. First Reading of Ordinance 97-14, "OCONEE COUNTY PERSONNEL MANUAL, RESCINDING ORDINANCE 80-2" in title only
14. Old Business
15. New Business
16. Adjourn

1:30 pm Roads & Transportation Committee Meeting for the purpose of discussing various roadway problems.

Prior to the regular Council Meeting at 3:00 pm there will be an open meeting November 18th, 1997 at 2:30 pm for the public to express their concerns to Council. Anyone wishing to speak will need to sign in and give the subject on which they wish to express their concerns.

MEMBERS, OCONEE COUNTY COUNCIL

Ms. M. Fran Burrell, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District IV

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, November 18, 1997 at 3:00 pm in Council Chambers with Mr. Thomas, Mr. Timms, Ms. Burrell & the County Attorney present.

Members of The press notified (by mail):
Journal Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio, Terry Cregar - Greenville, News & Aston Hester - Keowee Courier.

The meeting was called to order by Supervisor -Chairman Orr who welcomed the guests and media.

Call to Order

The invocation was given by Ms. Burrell.

Invocation

Mr. Timms made a motion, seconded by Mr. Thomas, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that the minutes of the November 4, 1997 meeting be adopted as printed.

Minutes

First on the agenda was a public hearing to receive written and/or oral comments regarding Ordinance 97-11, "CLEMSON-OCONEE COUNTY HEIGHT RESTRICTION ORDINANCE".

Public Hearing

There was no one present with written and/or oral comments regarding this ordinance.

Mr. Timms made a motion, seconded by Mr. Thomas that Ordinance 97-11 be adopted on third and final reading.

Ord. 97-11

Upon recommendation of Mr. Tommy Abbott, Chairman, Planning Commission, Mr. Thomas made a motion, seconded by Mr. Timms, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that paragraph 7 on page 10 of the ordinance be amended to read: "Private airports are prohibited, with the exception of the Eagle Ridge Airport which this ordinance does not apply to."

Ordinance 97-11 was then adopted 3 - 0 with Mr. Hamilton & Mrs. Hughes being absent.

Upon recommendation of Ms. Lillie Blue, ATAX Commission, Mr. Timms made a motion, seconded by Ms. Burrell, approved 3 - 0 (Mr. Hamilton & Ms. Hughes absent) that the attached ATAX Grant to the Greater Seneca Chamber of Commerce in the amount of \$2,500 be adopted.

ATAX Grant

Mr. Thomas made a motion, seconded by Mr. Timms, that Ordinance 97-13, "COMMUNITY FACILITIES PLAN" be adopted on second reading.

Ord. 97-13

However, Mr. Tommy Abbott, Chairman, Planning Commission & Mr. Timothy M. Cain, County Attorney, recommended that second reading of this ordinance not be held until the Planning Commission met to discuss this plan further and recommend that Council adopt the ordinance. Upon this recommendation Mr. Thomas withdrew his motion and Mr. Timms withdrew his second.

Mr. Timms made a motion, seconded by Mr. Thomas, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that Ordinance 97-9, "AN ORDINANCE AUTHORIZING THE EXTENSION OF THE LEASE WITH OCONEE MEMORIAL HOSPITAL, INC. FOR AN ADDITIONAL TWENTY-FIVE (25) YEARS AND THE CONVEYANCE BY OCONEE MEMORIAL HOSPITAL, INC. OF A TRACT OF LAND CONTAINING APPROXIMATELY 57 ACRES ADJACENT TO THE SENECA LANDFILL TO OCONEE COUNTY AND OTHER MATTERS RELATING THERETO" be adopted on third and final reading.

Ord. 97-9

Upon recommendation of Sheriff Singleton & Mrs. Jenny Peay, Purchasing Assistant, Mr. Thomas made a motion, seconded by Ms. Burrell, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that the bid for food for the Law Enforcement Center be awarded on low bid per item basis to the following vendors:

LEC Food

Thomas & Howard	\$ 3,140.12
IFH	\$ 5,275.69
Todd Dist.	\$ 6,477.71
Bell Sysco	\$ 3,552.15
Greenville Paper	\$ 214.62
TOTAL:	\$18,660.29

(See attached bid sheet)

Upon recommendation of Mr. Ronnie Smith, Assistant Motor Pool Foreman & Mrs. Jenny Peay, Purchasing Assistant, Mr. Timms made a motion, seconded by Mr. Thomas, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that the bid for surplus tires be awarded to Watson's Tires & Treds, Inc. who was the only bidder. (See attached bid sheet)

Motor Pool

Upon recommendation of Mr. Jon Caime, County Engineer, Mr. Dan Whitehurst, Department of Social Services Director & Mrs. Jenny Peay, Purchasing Assistant, Mr. Thomas made a motion, seconded by Mr. Timms, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that the bid for carpet for Phase I of Pine Street and the Department of Social Services Building be awarded to Decorating World who was low bid at \$20,962.15 for Pine Street and \$8,072.92 for the DSS Building. (See attached bid)

**Carpet
(Pine
Street &
DSS Bldg)**

Upon recommendation of Mr. Dewitt Mize, Rural Fire Marshal & Ms. Jenny Peay, Purchasing Assistant, Mr. Timms made a motion, seconded by Ms. Burrell, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that the bid for radio equipment for Rural fire be awarded to Communication SVC Center, Inc. who was low bid at \$15,947.03. (See attached bid sheet)

**Radio
Equip.
(Rural
Fire)**

Also upon recommendation of Mr. Mize & Mrs. Peay, Mrs. Burrell made a motion, seconded by Mr. Thomas, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that the bid for fire fighting equipment be awarded on low bid per item basis as per attached bid sheet.

**Fire
Equip.**

Jack L. Slagles Fire Equip. Co.	\$ 1,480.50
Anderson Fire & Safety, Inc.	\$15,604.05
Fireline, Inc.	\$ 2,469.60
NAFECO	\$ 2,376.20
Carolina Safety Assoc., Inc.	\$ 3,011.45
Southeastern Fire Equipment	\$ 3,704.93
Charlotte Equipment Sales, Inc.	\$ 1,541.40
Asheville Fire & Safety Co., Inc.	\$ 609.00
GRAND TOTAL:	\$30,797.13

Ms. Burrell made a motion, seconded by Mr. Timms, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that Ordinance 97-14, "OCONEE COUNTY PERSONNEL MANUAL, RESCINDING ORDINANCE 80-2" be adopted on first reading in title only.

Ord. 97-14

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Upon recommendation of Mr. Thomas, Council reappointed Mr. Harold Gibson to the Economic Development Commission and Mr. Clyde McCall to the Parks, Recreation & Tourism Commission to represent District II with their terms commencing January 1, 1998 and expiring December 31, 2001.

**Comm.
Appts.**

Upon recommendation of Mr. Thomas, Chairman, Roads & Transportation Committee, Council voted 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that if all the owners of lots in Greenbriar Subdivision & Oak Creek Estates execute the attached documents regarding those subdivisions, and if the roadways qualify under Ordinance 91-9, "AN ORDINANCE ESTABLISHING CRITERIA FOR ACCEPTING ROADS OTHER THAN SUBDIVISION ROADS FOR COUNTY MAINTENANCE AND TO REPEAL ORDINANCE 82-7" that the county accept the roadways for a three (3) year probationary period, then the roadways be placed on the priority listing for paving.

Roads

Mr. Timms made a motion, seconded by Ms. Burrell, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that Mr. Harry Tollison be reappointed to represent District V on the Rural Fire Commission with his term commencing January 1, 1998 and expiring December 31, 2001.

**Comm.
Appt.**

Mr. Timms informed Council he had attended a meeting regarding Census 2000 and also that the Highway 11 Advisory Committee has approved a Corridor Management plan.

Meets

From the audience Mr. Wayne Wright asked when the Housing Committee was going to meet. Mr. Orr informed him he would let him know.

**Housing
Comm.**

After being informed that he was not on the agenda, Mr. Wayne Wright (speaking directly to Chairman Orr) stated: "Mr. Orr, if you control this thing (the Housing Committee) I don't want on it, I don't have time for political football, this is a serious matter, if you are going to try to control it then I don't want to be on it, I don't have time for games.

Mr. Thomas made a motion, seconded by Ms. Burrell, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that an employee be granted an additional six month medial leave as per the policies and procedures.

Personnel

Ms. Burrell made a motion, seconded by Mr. Thomas, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that Mr. Robert Blassingame be appointed to serve as a member of the Anderson-Oconee Behavioral Health Services Commission.

**Comm.
Appt.**

Upon request of Mrs. Phyllis Lombard, Finance Director, Ms. Burrell made a motion, seconded by Mr. Timms, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that \$800 be taken from contingency for the purchase of a typewriter for the Finance Office.

**Finance
Office
(Cont'cy)**

Mr. Cain, County Attorney, informed Council he had been in touch with the school district attorney regarding the site for the Seneca Health Clinic and he would be continuing discussion with them to structure the lease or acquisition of the property.

**Health
Bldg.**

Mr. Cain also informed Council he was still waiting for the opinion letter from the school district attorneys regarding Pine Street Elementary School.

Pine St.

Ms. Burrell made a motion, seconded by Mr. Timms, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that Council go into executive session to discuss pending litigation and contractual matters.

**Executive
Session**

When open session resumed, Mr. Thomas made a motion, seconded by Mr. Timms, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that the County Supervisor and Legal Counsel be authorized to enter into a settlement with the parties to the suit that involves the roadways in Coneross Point Subdivision in Oconee County which would include payment by the parties to the county of \$60,000 and forfeiture to the county of any and all funds previously escrowed with the county conditioned upon receipt by the county of satisfactory documentation being necessary and appropriate to meet county requirements including but not limited to:

**Open
Session**

(1) Appropriate and adequate rights-of-ways and or deeds for the roadways as well as any necessary permits, rights-of-ways or other documents concerning corps property and any other documents or instruments deemed necessary by the county for acceptance of these roadways into the county system.

(2) The agreement be with the understanding that the roadways, once accepted into the county system for maintenance would not receive any special treatment or consideration concerning repaving of the roadways, the roadways would go into the system with all the other county roadways.

(3) The county will use these funds to make necessary repairs to the roadways

(4) The funds received will be deposited in the road paving account.

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Mr. Thomas made a motion, seconded by Ms. Burrell, approved 3 - 0 (Mr. Hamilton & Mrs. Hughes absent) that the Supervisor and Legal Counsel be authorized to negotiate appropriate structure of the transaction which would allow the seller of the property to repurchase the property at fair market value if the county should dispose of the property. This is a tract of land the county is considering purchasing for a manned convenience center.

Adjourn: 4:30 pm

**Solid
Waste**

Adjourn

Submitted By:

Opal O. Green
Opal O. Green
Council Clerk

Reviewed By:
Harrison E. Orr
Supervisor-Chairman
Oconee County Council

OCONEE COUNTY ATAX APPLICATION FORM TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization Greater Seneca Chamber of Commerce

B. Address P. O. Box 855
Seneca, SC 29679

II. FUNDS REQUESTED

A. ATAX funds requested \$ 2,500.00

B. Itemized budget for ATAX funds requested (attach on separate sheet)

C. Funds furnished by your organization -0-

Matching grants \$2,500.00 Source Discover Upcountry Carolina Assoc.

Other funding Sources & Amounts N/A

III. NARRATIVE PROJECT DESCRIPTION

A. Description of project Updated photography for development of brochures and an overall marketing plan for Oconee County. The main objectives of this plan will be to promote tourism, residential relocation, and overall economic development.

B. Who will benefit from this project? Businesses and residents of Oconee County will benefit from this project and the marketing plan.

IV. APPROXIMATE DATES OF PROJECT

Beginning October 18, 1997 Ending December 15, 1997 (approx.)

V. APPLICANT CATEGORY

Government Entity: City _____ County _____ District _____

Non-profit Organization: Incorporation date 8-10-06

Eleemosynary Organization under IRS Code: IRS # 57-0286871

Date of Determination Letter Unknown

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? Photography will be used for development of brochures and a marketing plan for the county.

VII. AUDIT

Does your organization perform an independent audit? Yes _____ No X

Name of the Auditor _____

I have read the guidelines for the Oconee County Accommodations Tax Committee and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project.

A. Contact Name Timothy J. Pettit

Title President, Greater Seneca Chamber of Commerce

Signature  Date 10-20-97

Phone Number (s) 885-4604; 882-2097

Photography List For Oconee County

Cultural Shots - A variety of shots that capture the unique culture of our area (i.e. people greeting one another on the street, family picnics, people having lunch or refreshments out in the yard of an old southern looking home, square dancing at Oconee State Park, etc.)

People Shopping - These shots would need to include the new as well as the old (i.e. upscale shop like the Elephant's Walk in Seneca, department store and certainly people shopping in some of the antique shops, shots of the downtown areas - the nicer shots showing the front of stores and people walking through the area).

Lake Keowee - Shots of the overall lake, sunset over the lake, shot of lake with mountains in the background, shot of sailboat from a distance and up close, shot of people socializing on the boat, shot of a fisherman, shot of a father and son fishing off of a dock (maybe a shot with their shoes off doing the same), shot of people on a dock having refreshments, shot of lake front homes from the lake and from land showing the lake.

Developments - Upscale neighborhoods in the area (i.e. East Shores, Summit, Keowee Key). It would be great to have some of these picture retirees and some picture younger people with children.

The Rivers - Scenic shots of the Chattooga (rafters on Bull Sluice, peaceful shot) and other rivers showing rapids/waterfalls/rafting/kayak/fly fishing (fisherman would need to be in waters, etc and I could supply someone from Trout Unlimited Club), etc.

Golf - A shot of the most picturesque hole at each of the courses in Oconee County (with and without people in the shot)

Recreation - Variety of shots showing the recreational opportunities in the county (i.e. Shaver Complex, Spindle Tree Tennis Club, People hiking on the Foothills Trail, People walking on the track at Sertoma Field in Walhalla, Marinas on the Lake, Children playing baseball/soccer/football in uniform, etc.)

Cross Creek Clubhouse, Keowee Key Conference Center

County Parks and State Parks, Fish Hatchery

Camp Chatuga in Mountain Rest - shot of mountains/cabin/lake

Waterfalls - one or two during the fall seasonal color

**TONY SMITH
PHOTOGRAPHY**

P.O. Box 1274 • Hartwell, GA 30643
(706) 376-1546

October 15, 1997

Tim Todd
Discover Upcountry Carolina Association
P.O. Box 3116
Greenville, SC 29602

Dear Tim,

This letter is to confirm our agreement for stock photography for the joint project of Discover Upcountry Carolina Association and the Seneca Chamber of Commerce.

After discussing this assignment with you, I feel it will be to everyone's benefit to work on a daily rate. For your budget of \$5,000.00, you will receive four (4) to four and one half (4 1/2) days of photography time. This will include all film, processing, editing, and travel expenses.

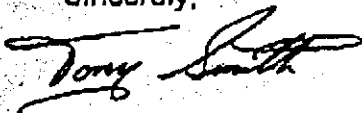
I understand that the images are to be used for your promotional material. Anyone that may want to use these images to promote their business must pay a royalty fee.

I require photo credits on photography used.

A deposit of \$2,500.00 is due upon receipt of this letter, with the remaining \$2,500.00 to be paid by November 26, 1997 or at the completion of the job, whichever comes first.

Thank you for the opportunity to work with your organizations. I look forward to a successful project.

Sincerely,



Tony Smith

cc: Tim Pettit

Festivals - Seneca Country Christmas, Walhalla's Octoberfest, Westminster Apple Festival

Bread and Breakfast - Sunrise Farms in Salem

School - shot of children arriving at school being greeted by principal, shot of children playing with school in background and teachers observing

Note To Photographer: These shots will be used to promote Oconee County as the place to visit, live, work, retire or raise a family. It's very important that these shots have an artistic side to them and not just clear photos of "things". We want to "put a face" on the county for promotional purposes so we need to have people in the shots that paint the right image (i.e. current style clothing, cute children, smiling people, etc.)

B. Alternate Contact

Title

Signature

Date

Phone Number (s)

FOR OFFICE USE ONLY

Project Name

Photography of Oconee

Received by

Lilly Blue

Date

10/21/97

Date presented at meeting

10/29/97

Vote: For

6

Against

0

Recommendations/Alterations

1 Bid to be added to package

Returned to organization (date)

Resubmitted to ATAX

Corrections/deletions made

Vote: For

Against

Comments

Date presented to County Council

11/4/97

Presenter

Lilly Blue

Amount approved

(or) Rejected

Bid amount

\$ 2,500



November 1, 1997

Oconee County ATAX Commission

Two bids were obtained for the photography project. The two vendors were selected based on the fact that they have worked on similar projects in this area in the recent past. Tony Smith Photography is the vendor that has been selected for this project. This decision was based on the fact that he had the low bid, and Discover Upcountry Carolina Association preferred this vendor (note they are providing matching funds for this project).

Bill Barley & Associates, Inc.
P.O. Box 280005
Columbia, SC 29228
(803) 755-1554

31 Oct., 1997

To: Mr. Tim Pettit
World of Energy
Duke Power Co.
Seneca, SC

RE: Scenic photos for Seneca Chamber of Commerce tourist
development project.

QUOTATION: Photographic services @ 1000.00 per day

Film & processing @ approx. \$30.50 per roll
of 135-36 color transparency film, edited &
delivered on sheets. Typically 10-12 rolls of film
per day are used.

Auto mileage @ .31, Motel & meals at actual
expenses.

Please let me know if you have any questions. I'd certainly like to work
on this job for them.

Bill Barley



STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 97 - _____

TITLE: "An ordinance authorizing the extension of the lease with Oconee Memorial Hospital, Inc. for an additional twenty-five (25) years and the conveyance by Oconee Memorial Hospital, Inc. of a tract of land containing approximately 57 acres adjacent to the Seneca landfill to Oconee County and other matters relating thereto".

The County Council of Oconee County, south Carolina, makes the following findings and determinations:

(a) Oconee County entered into an Indenture of Lease dated June 29, 1959, between Oconee County, South Carolina (the "County"), and the Oconee Memorial Hospital Association (the "Association"), whereby the County leased to the Association certain real property on which was constructed certain hospital facilities.

(b) The County and Oconee Memorial Hospital, Inc. (the "Hospital"), as successor to the Association, entered into an Amendment to Indenture of Lease dated December 20, 1994 and recorded in Deed Book 808, at Page 119, Records of Oconee County, South Carolina pursuant to Oconee County Ordinance 94-12.

(c) The Hospital is the titled owner of that tract of real property containing 57.73 acres, more or less, located in Oconee County, South Carolina adjacent to property currently used by the County as a municipal solid waste landfill. The Hospital has agreed to convey said property to the County in consideration of the extension of the term of the above described lease until June 1, 2050.

(d) The County Council has determined that it is in the best interests of the residents of the County to acquire the above-described real property to facilitate the implementation of its solid waste management plans, to include possible expansion of the

County operated construction and demolition landfill, use of said property as a buffer zone and to obtain material for closure of the Seneca Municipal solid waste landfill.

(e) The Hospital has determined that it is desirable to obtain an extension of the lease as provided herein to facilitate long-term planning for the provision of health care services to the residents of Oconee County, South Carolina.

NOW, THEREFORE, be it ordained by the County Council of Oconee County, South Carolina as follows:

Section 1: The County Council approves the execution of a Second Amendment to Indenture of Lease whereby the term of the lease is extended to June 1, 2050.

Section 2: The Second Amendment to Indenture of Lease shall be in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Supervisor/Chairman, upon advice of Counsel, the execution being conclusive evidence of such approval, and the Clerk of the County Council is hereby authorized and directed to affix the Corporate Seal of the County to the Second Amendment to Indenture of Lease and to attest the same.

Section 3: All orders, resolutions, ordinances and parts thereof in conflict hereinafter are, to the extent of such conflict, hereby repealed.

Section 4: This Ordinance shall become effective upon third and final reading.

Approved on first reading in title only on the _____ day of September, 1997 by a vote of 5 YES to 0 NO.

Supervisor-Chairman
Oconee County Council

ATTEST:

Council Clerk

Approved on second reading on the _____ day of September, 1997 by a vote of
____ YES to ____ NO.

Supervisor-Chairman
Oconee County Council

ATTEST:

Council Clerk

Approved on third reading on the _____ day of September, 1997 by a vote of
____ YES to ____ NO.

Supervisor-Chairman
Oconee County Council

ATTEST:

Council Clerk

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

SECOND AMENDMENT TO INDENTURE OF LEASE

This second Amendment to Indenture of Lease is made and entered into this ____ day of _____, 1997, by and between the County of Oconee, South Carolina (hereinafter referred to as "Lessor") and Oconee Memorial Hospital, Inc. (hereinafter referred to as "Lessee").

WHEREAS, by that Indenture of Lease, dated June 29, 1959, Lessor did lease unto the Lessee (formerly known as the Oconee Memorial Hospital Association) certain premises described more particularly therein located near the Town of Seneca, Oconee County, South Carolina, for an initial term of fifteen (15) years; and

WHEREAS, said lease was extended for two (2) additional terms pursuant to the provisions thereof; and

WHEREAS; the parties did subsequently enter into that Amendment to Indenture of Lease dated December 20, 1994 and recorded March 1, 1995 in Deed Book 808, at Page 119, Records of Oconee County, South Carolina which extended the term thereof until June 1, 2025; and

WHEREAS, the parties desire to extend the term of the lease until June 1, ²2050;

NOW THEREFORE, for and in consideration of the mutual and reciprocal covenants and agreements set forth herein, the adequacy and sufficiency of which are hereby accepted and acknowledged, the parties agree as follows:

1. That section 1 of the Amendment to Indenture of Lease is hereby revised to provide that the term of the aforesaid lease is hereby extended until June 1, 2050, and shall expire on said date, if not terminated sooner as provided therein.

2. That in consideration of the extension of the term of the lease as provided herein, the Lessee shall convey to Lessor, all of its right, title and interest in that real

property owned by Lessee located in the State of South Carolina, County of Oconee containing 57.73 acres, more or less, as described in deed recorded in Deed Book 820, at Page 275, Records of Oconee County, South Carolina by general warranty deed, free from any liens, encumbrances or objections affecting the marketable title thereto.

3. That all remaining terms, provisions and conditions of the Indenture of Lease and the Amendment to Indenture of Lease dated December 20, 1994 not affected by this Agreement are hereby reaffirmed and republished and shall remain in full force and effect.

Oconee County

By: _____

Harrison E. Orr
Supervisor - Chairman
Oconee County Council

Date: _____

208 Booker Drive
Walhalla, South Carolina 29691

Oconee Memorial Hospital, Inc.

By: _____

Title: _____

Its Duly Authorized Officer

Date: _____

Address: Post Office Box
Seneca, South Carolina 29679

QTY	UT	FOOD DESCRIPTION	PKG/PORTION	Thomas & Howard		IFH		Todd Dist		Bell/Sysco		Greenville Paper	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
12	cs	Cut carrots	6-#10 cans	12.65	151.80	12.73	152.76	12.85	154.20	13.58	162.96		
15	cs	Sliced peaches	6-#10 cans	19.95	299.25	20.46	306.90	18.75	281.25	25.00	375.00		
5	cs	Sliced pineapple	6-#10 cans	20.95	104.75	23.69	118.45	21.00	105.00	23.44	117.20		
30	cs	Sliced potatoes	6-#10 cans	10.90	327.00	10.99	329.70	10.65	319.50	11.74	352.20		
15	cs	Sliced pears (light syrup)	6-#10 cans	23.21	348.15	23.81	357.15	24.75	371.25	26.83	402.95		
20	cs	Mixed fruit	6-#10 cans	26.18	523.60	25.74	514.80	27.35	547.00	28.04	560.80		
10	cs	Chocolate pudding	6-#10 cans	17.59	175.90	17.81	178.10	17.95	179.50	15.62	156.20		
10	cs	Vanilla pudding	6-#10 cans	17.59	175.90	17.81	178.10	17.60	176.00	15.62	156.20		
10	cs	Mixed vegetables	6-#10 cans	12.75	127.50	13.75	137.50	17.60	176.00	15.15	151.50		
10	cs	Sweet green peas	6-#10 cans	15.90	159.00	15.76	157.60	14.95	149.50	14.59	145.90		
20	cs	Pork and beans	6-#10 cans	9.95	199.00	11.11	222.20	10.00	200.00	11.43	228.60		
15	cs	Collard greens	6-#10 cans	10.25	153.75	11.48	172.20	10.80	162.00	10.70	160.50		
20	cs	Whole kernel corn	6-#10 cans	12.60	252.00	12.89	257.80	12.95	259.00	12.28	245.60		
20	cs	Cream style corn	6-#10 cans	14.40	288.00	14.25	285.00	12.65	253.00	14.12	282.40		
15	cs	Green beans	6-#10 cans	10.95	164.25	9.75	146.25	9.45	141.75	10.29	154.35		
5	cs	Cut yellow squash	6-#10 cans	14.54	72.70	15.78	78.90	14.20	71.00	16.62	83.10		
5	cs	Sliced beets	6-#10 cans	15.81	79.05	11.20	56.00	11.95	59.75	12.66	63.30		
6	cs	Shredded sauerkraut	6-#10 cans	11.35	68.10	13.34	80.04	14.50	87.00	14.58	87.48		
8	cs	Cut sweet potatoes	6-#10 cans	14.65	117.20	14.38	115.04	14.30	114.40	12.71	101.68		
15	cs	Dark red kidney beans	6-#10 cans	13.20	198.00	12.97	194.55	11.80	177.00	12.76	191.40		
10	cs	Ketchup	6-#10 cans	12.95	129.50	13.24	132.40	12.95	129.50	12.99	129.90		
10	cs	Grape jelly	6-#10 cans	21.84	218.40	22.30	223.00	21.90	219.00	24.34	243.40		
12	cs	Apple jelly	6-#10 cans	23.25	279.00	22.20	266.40	21.90	262.80	22.57	270.84		
8	cs	Apple butter	6-#10 cans			18.84	150.72	21.90	175.20	21.04	168.32		
15	cs	Applesauce	6-#10 cans	14.95	224.25			14.45	216.75	14.87	223.05		
10	cs	Sliced apples (water pack)	6-#10 cans	18.89	188.90	18.83	188.30	19.95	199.50	18.85	188.50		
5	cs	Cherry pie filling	6-#10 cans	41.25	206.25	41.68	208.40	41.50	207.50	41.46	207.30		

Attending bid opening: Jenny Peay, Ann Albertson, Gayle Fitzgerald, Terry Wilson

			Thomas & Howard		IFH		Todd Dist		Bell/Sysco		Greenville Paper		
5	cs	Mushroom pieces	6-#10 cans	22.95	114.75	24.97	124.85	36.80	184.00	28.06	140.30		
10	cs	Peanut butter	6-#10 cans	6.57	65.70	32.81	328.10	32.00	320.00	27.66	276.60		
40	lb	Seasoned salt (Lawry's)	5 lb bucket	8.80	352.00	9.25	74.00	8.75	70.00	35.41	70.82		
10	lb	Chocolate chips	10 lb box	22.59	22.59			24.50	24.50	23.24	23.24		
20	lb	Ground black pepper	5 lb	14.57	58.28	13.23	52.92	12.95	51.80	77.68	155.36		
40	lb	Baking powder	10 lb cans	9.30	37.20	8.91	35.64	8.60	34.40	40.38	40.38		
100	lb	Powdered sugar	50 lb bag	17.89	35.78	17.98	35.96	17.45	34.90	10.75	43.00		
40	lb	Brown sugar	20 lb bag	13.99	27.98	9.80	19.60	12.95	25.90	15.71	15.71		
3000	lb	Sugar	50 lb bag	15.95	930.00	16.80	1008.00	15.95	957.00	16.14	968.40		
50	lb	Lasagna noodles	10 lb box	7.88	39.40	7.45	37.25	6.60	33.00	6.740	33.70		
7000	ea	Ind sugar packets		7.20	28.80	7.14	28.56	8.60	34.40	6.77	27.08		
5000	ea	Ind pepper packets		7.95	15.90	11.41	11.41	1.75	8.75	11.75	11.75		
125	lb	Salt (bulk)	25 lb bag	3.20	16.00	2.69	13.45	4.45	22.25	3.24	16.20		
4	gal	Vanilla flavoring	1 gal jug	2.20	8.80	4.52	18.08	2.45	9.80	11.19	11.19		
80	gal	Heavy duty mayonnaise	1 gal jug	3.40	272.00	13.07	261.40	3.40	272.00	12.95	259.00		
4	gal	French dressing	1 gal jug	4.60	18.40	19.16	19.16	4.75	19.00	15.81	15.81		
4	gal	Thousand Island dressing	1 gal jug	5.60	22.40	24.15	24.15	4.95	19.80	16.14	16.14		
8	gal	Ready to use barbeque sa	1 gal jug	18.06	36.12	13.05	26.10	6.00	48.00	10.24	20.48		
12	gal	Vinegar	1 gal jug	11.50	23.00	7.18	21.54	1.50	18.00	5.48	16.44		
20	gal	Pancake & waffle syrup	1 gal jug	10.80	54.00	11.53	57.65	2.70	54.00	10.74	53.70		
12	gal	Mustard	1 gal jug	7.25	21.75	6.74	20.22	1.65	19.80	7.03	21.09		
12	gal	Sweet relish	1 gal jug	16.50	49.50	16.38	49.14	14.30	42.90	14.34	43.02		
7	cs	Lemon filling	6-#10 cans			19.87	139.09			22.74	159.18		
30	gal	Blueberry filling	3/4 gal			58.78	352.68	61.00	305.00	20.85			
120	lb	Cheese cake mix	4 lb			35.79	357.90	42.80	214.00	51.27	307.62		
10000	pk	Ind wrapped saltines 2 per pack		9.76	195.20	9.66	96.60	9.45	189.00	7.29	29.16		
100	lb	Egg noodles	10 lb box	7.88	78.80	7.82	78.20	6.60	66.00	6.33	63.30		
97.5	lb	Corn flakes	26 oz bag	44.56	222.80	12.43	186.45	47.80	239.00	12.99	207.84		

			Thomas & Howard		IFH		Todd Dist		Bell/Sysco		Greenville Paper	
32	lb	Cheese mix	32 oz bag			41.21	82.42			41.38	82.76	
160	lb	Brown gravy mix	32 oz bag	17.25	396.75	20.86	417.20	15.75	551.25	17.45	157.05	
8	cs	Jello (assorted red)	12 - 24 oz packs	13.50	108.00	14.84	118.72	13.90	111.20	13.98	111.84	
5000	ea	Non-dairy creamer (Coffee Time)		9.95	49.75	9.18	45.90	9.50	47.50	11.12	55.60	
300	lb	Grits	6-5 lb or 25 lb bag	6.25	75.00	10.84	86.72	10.60	79.50	10.53	84.24	
500	lb	Rice	25 lb bag	8.50	170.00	6.60	132.00	8.50	170.00	13.98	139.80	
200	lb	Macaroni	20 lb bag	11.25	112.50	10.95	109.50	8.95	89.50	9.49	94.90	
200	lb	Spaghetti	20 lb box	11.25	112.50	10.95	109.50	8.95	89.50	9.49	94.90	
20	lb	Graham cracker crumbs	10 lb box	28.95	28.95	14.15	28.30	16.75	33.50	27.54	27.54	
72	lb	Cornstarch	1 lb box	9.95	29.85	10.85	32.55	10.75	32.25	10.91	32.73	
180	lb	Boned chicken	48 oz can	45.01	720.16			66.60	333.00	68.55	342.75	
32	lb	(sub) Amer. cheese slices	5 lb - 160 slices	23.45	187.20	23.40	46.80					
240	lb	(sub) Amer. chesse block	5 lb block	7.25	348.00	49.91	299.46					
15	gal	Dill pickle strips Schwartz'	5 gal bucket	20.50	61.50	20.44	306.60	18.45	55.35	20.38	61.14	
2	cs	Apple juice base	12-25 oz 4/1			37.82	151.28	19.45	38.90	22.82	45.64	
3	cs	Orange juice base	12-25 oz 4/1			28.00	168.00	21.00	105.00	39.66	118.98	
5	cs	Tomato juice	48-6 oz cans	18.37	91.85	12.79	63.95	13.75	68.75	13.40	67.00	
5	cs	Grape juice	48-6 oz cans	8.51	42.55	12.99	64.95	13.95	69.75	13.04	65.20	
30	cs	Coffee (Maxwell House)	72 - 1.25 oz	23.19	695.70	14.96	777.92	48.50	824.50	67.74	745.14	
10	cs	Gatorade - orange	24 - 11.5 oz cans			10.43	104.30			10.52	105.20	
10	cs	Gatorade - lemon-lime	24 - 11.5 oz cans			10.43	104.30			10.52	105.20	
375	lb	Self-rising flour	25 lb bag	6.50	97.50	5.58	83.70	6.15	92.25	4.67	70.05	
375	lb	Self-rising cornmeal	25 lb bag	6.50	97.50	6.22	93.30	7.50	112.50	6.88	103.20	
40	lb	Cocoa puffs	1 lb			29.59	118.36	45.00	135.00	32.49	129.96	
40	lb	Frosted flakes	1 lb	26.79	269.70	26.06	78.18	45.00	135.00	27.27	109.08	
40	lb	Froot Loops	1 lb	24.64	123.20	23.80	95.20	4.00	123.00	24.85	124.25	
40	lb	Rice Krispies	1 lb			18.24	91.20	45.06	135.18	18.85	113.10	
40	lb	Wheaties	1 lb									

			Thomas & Howard		IFH		Todd Dist		Bell/Sysco		Greenville Paper		
120	lb	Sausage patties	12 lb box	19.81	198.10	19.59	195.90	18.05	180.50	17.72	177.20		
400	lb	Ground beef	10 lb roll	0.83	332.00	0.90	360.00	22.00	440.00				
40	lb	Chicken livers		17.61		14.99	14.99	15.20	30.40	13.39	13.39		
5	cs	Asparagus spears	6-#10 cans					34.20	342.00	38.18	190.90		
100	lb	Turkey corn dogs	10 lb box	12.71	35.22	11.31	113.10	13.60	122.40	20.62	206.20		
10	cs	Ravioli in meat sauce	6-#10 cans	35.30	353.00	21.00	210.00	19.50	195.00	31.40	314.00		
240	lb	Turkey franks 8 to 1	24 lb box	4.50	180.00	7.95	190.80	16.20	162.00	8.49	203.76		
240	lb	Tuna (packed in water)	4 lb can	39.65	356.85	38.25	306.00	37.50	375.00	39.58	395.80		
5	cs	Salmon	24-14.7 oz cans	36.36	181.80	26.73	133.65	36.75	183.75	45.15	225.75		
10	cs	Cornbeef hash	6-#10 cans	48.45	484.50	54.46	544.60	36.50	365.00	48.66	486.60		
3000	ct	Ind. packets mayonnaise		6.95	104.25	6.72	100.80	10.80	64.80	6.48	97.20		
200	lb	Ground beef patties	4 oz. 10 lb box	18.50	92.50	10.18	203.60	12.00	240.00	10.37	207.40		
100	lb	Perch fillets	4 oz	23.95	239.50	93.55	374.20	24.00	240.00				
30	lb	Hoagi beef patties	3 oz	12.43	37.29	13.76	41.28	20.70	62.10	41.56	83.12		
100	lb	Fish breaded Cod square	3 oz	13.50	135.00			95.00	285.00	22.37	223.70		
30000	ea	Med wt plastic spoons		5.95	178.50	5.89	176.70	5.50	165.00	6.45	193.50	5.11	153.30
10000	ea	Med wt plastic forks		5.95	59.50	5.89	58.90	5.50	55.00	6.45	64.50	5.11	51.10
1	cs	Grill screen	50 - 8 pk per cs	41.40	41.40	0.95	47.50	65.00	65.00	16.84	555.72		
1500	ea	Brown paper bags 6 lb grocery		5.75	17.25	7.15	21.45	6.75	20.25	11.46	34.38		
48	lb	Vanilla waffles	4 lb box	7.75	38.75	7.42	66.78	7.35	73.50	7.81	93.72		
8	gal	Tartar sauce	1 gal	5.75	46.00	21.23	42.46	5.50	44.00	15.06	30.12		
140	lb	Pulled bar-b-que beef or p	5 lb	9.95	278.60	31.25	437.50	8.80	246.40	26.80	187.60		
3000	ea	Sanitize tablets	100 ct	14.49	43.47	13.93	41.79	14.50	48.29	18.20	91.00		
45	lb	Raisins	15 oz	25.69	51.38	27.70	55.40	27.50	55.00	28.69	57.38		
700	lb	Clear vegetable shortenin	35 lb	13.50	270.00	13.94	278.80	12.95	259.00	12.84	256.80		
80	lb	Frozen breaded okra	20 lb box	15.10	60.40	10.34	41.36	10.60	42.40	11.86	47.44		
5	cs	Sweet green peppers	6-#10 cans			17.55	175.50			23.19			
150	lb	Hush puppy mix	25 lb bag	11.53	69.18	8.73	52.56			7.53	45.18		

			Thomas & Howard		IFH		Todd Dist		Bell/Sysco		Greenville Paper	
162 oz	Lemon pepper	27 oz	5.95	35.70	7.08	49.56	4.80	28.80	35.55	213.30		
4 gal	Italian dressing	1 gal	4.64	18.56	21.82	21.82	4.40	35.20	21.99	21.99		
60 lb	Veal patty	4 oz	10.52	63.12	44.73	268.38	13.95	83.70	14.03	84.18		
5 cs	Sweet red peppers	6-#10 cans			17.55	87.75						
100 lb	Breaded chuckwagon	4 oz	10.53	105.30	11.89	118.90	13.30	133.00	15.32	153.20		
100 lb	Buffet hams turkey	10 lb	19.95	139.65	1.39	136.22	0.84	84.00	1.517	136.28		
100 lb	Sausage links	2 oz	8.95	152.15	17.37	138.96	16.80	168.00	16.71	167.10		
100 lb	Smoked sausage dogs 4/	10 lb box			19.47	194.70	14.50	217.50				
108 lb	Luncheon meat	6 lb can			10.50	189.00	6.75	121.50				
25 lb	Pepperoni (sliced)		54.59	54.59	42.33	42.33	36.50	36.50	48.66	48.66		
384 ct	Tony's pizza hamburger	96 ct			36.21	144.84						
96 lb	Cauliflower - frozen	2 lb	19.95	79.80	20.47	81.88	20.80	83.20	18.95	75.80		
192 lb	Solid Mozarella cheese	6 lb	1.69	324.48	1.64	314.88						
4 gal	Cole slaw dressing	1 gal	19.58	19.58	18.98	18.98	4.70	37.60	24.38	24.38		
4 gal	Soy sauce	1 gal	26.28	26.28	5.99	23.96	2.75	11.00	22.78	22.78		
360 lb	Pancake mix	5 lb	13.95	167.40	13.85	166.20	14.80	177.60	16.69	200.28		
	Subtotal			2990.59		5024.47		6170.25		3383.00		204.40
	S. C. Sales Tax			149.53		251.22		308.46		169.15		10.22
	Total			3140.12		5275.69		6477.71		3552.15		214.62

BIDDER	Watson's Tires & Treds, Inc.	Super Service Tire & Align.	Consolidated Tires, Inc.	Brooks Tire Service
P22570HR15	1.25	no bid	no bid	no bid
700-15	1.00			
245-75R16	0.50			
1000-20	15.00			
11R24.5	25.00			
B78-13	0.50			
P23585R16	5.00			
L21585R16	2.00			
P19575R14	1.00			
1000R20	25.00			
P20575R14	1.00			
1100R20	15.00			
750-16	2.50			
750.17	0.50			
20570HR15	1.00			
385-65R22.5	12.00			
8-14.5	0.50			
31-10-.50R15	1.50			
22575R16	1.00			
1100R22.5	25.00			
P17580R13	1.00			
P16580R13	1.00			
900.20	5.00			
P23570HR15	1.25			
10-50R15	1.00			
1000R15	5.00			
21565R15	1.00			
950R-16.5	1.00			
875R16.5	1.00			
P18575R14	1.00			
1100R22	15.00			
ATTENDED BID OPENING: Marianne Dillard, Jenny Peay, Lee Davis, Ronnie Smith - Oconee County				

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The _____
 submits herewith our Bid in response to bid request number shown above, and in compliance with the
 description(s) and/or specification(s) attached hereto for
the sale of used recapable tires from the Oconee County Motor Pool.

SIZE	UNIT PRICE	SIZE	UNIT PRICE
P22570HR15	1.25	8-14.5	.50
700-15	1.00	31-10-.50R15	1.50
245-75R16	.50	22575R16	1.00
1000-20	15.00	1100R22.5	25.00
11R24.5	25.00	P17580R13	1.00
B78-13	.50	P16580R13	1.00
P23585R16	5.00	900.20	5.00
L21585R16	2.00	P23570HR15	1.25
P19575R14	1.00	10-50R15	1.00
1000R20	25.00	1000R15	5.00
P20575R14	1.00	21565R15	1.00
1100R20	15.00	950R-16.5	1.00
750-16	2.50	875R16.5	1.00
750.17	.50	P18575R14	1.00
20570HR15	1.00	1100R22	15.00
385-65R22.5	12.00		

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 11-12-97
 Bidding Organization: Watson's Tires & Treads Inc
 Mailing Address: P.O. Box 308 Simpsonville SC 29689
 Signature of Bidders Representative: [Signature]
 Title: Pres Date: 11/12/97
 Telephone: 864-963-3407
 Fax: 864-963-3408

BIDDER	Decorating World	Up-Country Builders, Inc.	Bonitz Flooring Group, Inc.
Pine Street Administrative Offices:			
Carpet	14,896.00	17,778.00	16,777.50
Tile	2,891.90	4,013.00	3,260.25
Vinyl cove base	2,527.20	2,460.00	2,688.00
Sales Tax	647.05	762.00	435.25
Total for Pine Street	\$ 20,962.15	\$ 25,013.00	\$ 23,161.00
DSS Building:			
Remove carpet	831.00	2,050.00	1,350.00
Move furniture	831.00	1,025.00	1,620.00
Carpet	5,817.00	7,160.00	6,525.00
Vinyl cove base	336.18	399.00	384.00
Carpet molding	60.00	252.00	5,200.00
Sales Tax	197.74	226.00	230.00
Total for DSS Building	\$ 8,072.92	\$ 11,112.00	\$ 15,309.00
Delivery	3 weeks	10 days	3-4 weeks
Attended Bid Opening: Jenny Peay, Donna McAlister, Terry Wilson, Buck Darby -			
Oconee County, Terry Sanders - Up-county Builders			

BID NO. 97-26

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The DECORATING WORLD
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for carpet and tile for Oconee County Administrative Offices and Department of Social Services Building

Base Bid Carpet for Administrative Offices

2128 square yards @ 7.00 square yard = \$ 14896.00

Base Bid Tile for Administrative Offices

2629 square ^{feet} ~~yards~~ @ 1.10 square ^{feet} ~~yard~~ = \$ 2891.90

Base Bid price for 4" vinyl cove base at Administrative Offices

3240 linear feet @ 0.78 = \$ 2527.20

S. C. Sales Tax \$ 647.05

TOTAL BID PRICE FOR ADMINISTRATIVE OFFICES \$ 20962.15

Remove Carpet at DSS building (L.S.) \$ 831.00

Move Furniture at DSS building (L.S.) \$ 831.00

Base Bid Carpet for DSS building.

831 square yards @ 7.00 square yard = \$ 5817.00

Base Bid price for 4" vinyl cove base at DSS building

431 linear feet @ 0.78 = \$ 336.18

Base Bid price for carpet-molding at DSS building

60 linear feet @ 1.00 = \$ 60.00

S. C. Sales Tax \$ 197.74

TOTAL BID PRICE FOR DSS BUILDING \$ 8072.92

Bid shall include delivery and installation at the location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: MIN. THREE WEEKS AFTER RECEIPT OF BID OFFER NOTIFICATION.

Bidding Organization: DECORATING WORLD

Mailing Address: 2015 LAURENS RD., GREENVILLE, SC 29607

Signature of Bidders Representative: Shobha Dalmia

Title: STORE MANAGER Date: 11/10/97

Telephone: 864-370-3602

Fax: 864-370-0073

BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: Nov. 10, 1997 BID NO 97-26

The DECORATING WORLD takes the following exceptions:
(Bidder)

① SURFACE PREPARATION (IF ANY REQUIRED) SHALL BE AT \$25.00 PER HOUR AND ANY MATERIAL REQUIRED FOR SURFACE PREPARATION WILL BE ADDITIONAL.

② ADMINISTRATION BLDG.:

BASE BID PRICE FOR CARPET MOLDING		
<u>84</u> LINEAR FEET @ \$0.50	=	\$42.00
S.C. Sales Tax	=	2.10
INSTALLATION OF CARPET MOLDING	=	42.00
TOTAL	=	86.10

③ ADMINISTRATION BLDG.:

STAIRS 16 TREADS INSTALLATION @ \$3 each = 48.00

④ DELIVERY DATE IS SUBJECT TO SELECTION OF COLOR ALTHOUGH NORMAL DELIVERY TIME IS THREE WEEKS.

⑤ TOTAL BID PRICE FOR DSS BLDG. (WITHOUT MOVING FURNITURE)

(SEE ATTACHMENT FOR CLARIFICATION) = 8072.92 - 831.00 = 7241.92

SIGNATURE: Shobha Dalmia

BID NO. 97-26

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The UP-COUNTRY BUILDERS, INC.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for carpet and tile for Oconee County Administrative Offices and Department of Social Services Building

Base Bid Carpet for Administrative Offices

2,225 square yards @ 7.99 square yard = \$ 17,778⁰⁰

Base Bid Tile for Administrative Offices

315 square yards @ 12⁷⁴ square yard = \$ 4,013⁰⁰

Base Bid price for 4" vinyl cove base at Administrative Offices

2860 linear feet @ 0⁸⁶ = \$ 2,460⁰⁰

S. C. Sales Tax

\$ 762⁰⁰

TOTAL BID PRICE FOR ADMINISTRATIVE OFFICES

\$ 25,013⁰⁰

Remove Carpet at DSS building (L.S.)

\$ 2,050⁰⁰

Move Furniture at DSS building (L.S.)

\$ 1,025⁰⁰

Base Bid Carpet for DSS building.

870 square yards @ 8²³ square yard = \$ 7,160⁰⁰

Base Bid price for 4" vinyl cove base at DSS building

350 linear feet @ \$ 1 14 = \$ 399⁰⁰

Base Bid price for carpet molding at DSS building

2100 linear feet @ 0 12 = \$ 252⁰⁰

S. C. Sales Tax \$ 226⁰⁰

TOTAL BID PRICE FOR DSS BUILDING \$ 11,112⁰⁰

Bid shall include delivery and installation at the location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Appx. TEN days After order is placed.

Bidding Organization: UP-COUNTRY BUILDERS, INC.

Mailing Address: 404 FAIRFIELD RD. WALHAMA

Signature of Bidders Representative: Jerry Z. Sandus

Title: President Date: Nov. 13, 1997

Telephone: 638-3928

Fax: SAME

BID NO. 97-26

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The Bonitz Flooring Group, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for carpet and tile for Oconee County Administrative Offices and Department of Social Services Building

Base Bid Carpet for Administrative Offices (includes extra labor for steps)

2,237 square yards @ 7.50 square yard = \$ 16,777.50

Base Bid Tile for Administrative Offices

315 square yards @ 10.35 square yard = \$ 3,260.25

Base Bid price for 4" vinyl cove base at Administrative Offices

3,360 linear feet @ .80 = \$ 2,688.00

S. C. Sales Tax \$ 435.25

TOTAL BID PRICE FOR ADMINISTRATIVE OFFICES \$ 23,161.00

Remove Carpet at DSS building (L.S.) \$ 1,350.00

Move Furniture at DSS building (L.S.) \$ 1,620.00

Base Bid Carpet for DSS building.

900 square yards @ 7.25 square yard = \$ 6,525.00

Base Bid price for 4" vinyl cove base at DSS building

480 linear feet @ .80 = \$ 384.00

Base Bid price for carpet molding at DSS building

2600 linear feet @ 2.00 = \$ 5,200.00

S. C. Sales Tax \$ 230.00

TOTAL BID PRICE FOR DSS BUILDING *\$ 15,309.00

Bid shall include delivery and installation at the location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 3 - 4 weeks after ordering

Bidding Organization: Bonitz Flooring Group, Inc.

Mailing Address: P. O. Box 1609, Greenville, SC 29606

Signature of Bidders Representative: *Angie Booker*

Title: Estimating Manager Date: November 13, 1997

Telephone: 864-288-3771

Fax: 864-281-0367

BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

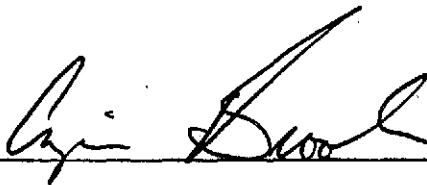
DATE: November 13, 1997 BID NO 97-26

The Bonitz Flooring Group, Inc. takes the following exceptions:
(Bidder)

- 1) We would just like to clarify that in the administration offices it is understood that the asbestos abatement contractor is responsible to leave the floor clean from all tile and mastic that is now existing.

- 2) We would also like to suggest that it may not be necessary to take wood base off in DSS Building, but rather cut to base. Savings \$5,200.00

SIGNATURE: _____



BIDDER		Communication Svc Center, Inc.		Morris Communications Co.		Bearcom Operating L.P.		Motorola Communications	
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
3	HT1000 walkie talkie	601.60	1,804.80	690.00	2,070.00	650.00	1,950.00	752.00	2,256.00
3	2 year warranty for HT1000	19.00	57.00	30.00	90.00	31.00	93.00	31.00	93.00
6	P43QLC20B2 walkie talkie	409.60	2,457.60	485.00	2,910.00	487.00	2,922.00		no bid
6	2 year warranty for P110	17.00	102.00	29.00	174.00	29.00	174.00		no bid
33	HO3UMC1222-CI pager	326.25	10,766.25	344.00	11,352.00	350.00	11,550.00	363.00	11,979.00
	sales tax		759.38		829.80		834.45		716.40
	shipping				75.00				
	GRAND TOTAL		\$ 15,947.03		\$ 17,500.80		\$ 17,523.45		not responsive
	Delivery		5 weeks				30 days		

Attended Bid Opening: Marianne Dillard, Jenny Peay, Dewitt Mize - Oconee County

"REVISED"**BID NO. 97-24**

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691**

The Communication Service Center, Inc. submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for radio equipment for Rural Fire

Qty.	Description	Unit Price	Total
3	HT1000 Walkie Talkies HOIKDC9AA3-N 16 channels complete with standard chargers (slow) and H129 antennas with belt clips (no carry case)	601.60	1804.80
3	H885 2 year warranty on HT100's	19.00	57.00
6	P43QLC20B2-A 8 channels P110 radius walkie talkies with belt clips complete with H437 rapid chargers	409.60	2457.60
6	H885 2 year warranty on P110's	17.00	102.00
33	HO3UMC1222-CI Frequency Minitor II pagers complete with Y278 nylon carry case and R522-5 year warranty and chargers	326.25	10766.25
	S. C. Sales Tax (5 %)		759.38
	TOTAL		\$15947.03

Programming information will be provided with Purchase Order.
Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Approx: 5 weeks APO

Bidding Organization: Communication Service Center, Inc.

Mailing Address: #4 Sulphur Springs Road, Greenville, SC 29617

Signature of Bidders Representative: James R. Cobb James R. Cobb

Title: Sales Date: 10-29-97

Telephone: (864) 246-0914 878-3255 (Pickens Office)

Fax: (864) 246-2303 Ronnie

Nov 10, 1997
2:00

Jenny

"REVISED"

BID NO. 97-24

(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The Morris Communications Co.
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for radio equipment for Rural Fire

Qty.	Description	Unit Price	Total
3	HT1000 Walkie Talkies HOIKDC9AA3-N 16 channels complete with standard chargers (slow) and H129 antennas with belt clips (no carry case)	\$690.	\$2070.00
3	H885 2 year warranty on HT100's	\$30.	\$90.00
6	P43QLC20B2-A 8 channels P110 radius walkie talkies with belt clips complete with H437 rapid chargers	\$485.	\$2910.00
6	H885 2 year warranty on P110's	\$29.	\$174.00
33	HO3UMC1222-CI Frequency Minitor II pagers complete with Y278 nylon carry case and R522-5 year warranty and chargers	\$344.00	\$11352.00
	S. C. Sales Tax (5 %)		\$567.60
	TOTAL		\$17163.60

819.60

Programming information will be provided with Purchase Order. Shipping \$75.00
Bid shall include delivery to location stated on Bid Notice. Total with Shipping \$17238.60

#17487.60

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Will Check At the time of P.O.

Bidding Organization: Morris Communications

Mailing Address: 355 Woodruff Rd.

Signature of Bidders Representative: Randy Rogers

Title: Sales Date: 10-29-97

Telephone: 1-800-864-6933

Fax: 864-288-7029

Oconee County Purchasing
201 W Main St.
Walhalla S.C. 29691

BID NO. 97-24

(Use this number on envelopes and all related correspondence.)

**BID FORM
 OCONEE COUNTY PURCHASING DEPARTMENT
 201 W. MAIN STREET, WALHALLA, SC 29691**

The BearCom Operating L.P.
 submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for radio equipment for Rural Fire

Qty.	Description	Unit Price	Total
3	HT1000 Walkie Talkies HOIKDC9AA3-N 16 channels complete with standard chargers (slow) and H129 antennas with belt clips (no carry case)	\$650.00	\$1,950.00
3	H885 2 year warranty on HT100's D	31.00	93.00
6	P43QLCC20B2-A 8 channels P110 radius walkie talkies with belt clips complete with H437 rapid chargers	487.00	2,922.00
6	H885 2 year warranty on P110's	29.00	174.00
33	HOUMC1222-CI Frequency Minitor II pagers complete with Y278 nylon carry case and R522-5 year warranty and chargers 1 channel	350.00	11,550.00
	S. C. Sales Tax (5 %)		
	TOTAL		\$16,689.00

Programming information will be provided with Purchase Order.

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 30 days AROBidding Organization: BearCom Operating L.P.Mailing Address: 11545 Pagemill Road, Dallas Tx 75243Signature of Bidders Representative: Hugh F. Johnston
Hugh F. JohnstonTitle: Account Executive Date: 11/6/97Telephone: 800-527-1670Fax: 214/349-8950

"REVISED"

BID NO. 97-24

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691**

The _____ submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for radio equipment for Rural Fire

Qty.	Description	Unit Price	Total
3	HT1000 Walkie Talkies HOIKDC9AA3-N 16 channels complete with standard chargers (slow) and H129 antennas with belt clips (no carry case)	752 ⁰⁰	2256 ⁰⁰
3	H885 2 year warranty on HT100's	31 ⁰⁰	93 ⁰⁰
6	P43QLC20B2-A 8 channels P110 radius walkie talkies with belt clips complete with H437 rapid chargers	NO Bid	
6	H885 2 year warranty on P110's	NO Bid	
33	HO3UMC1222-CI Frequency Minitor II pagers complete with Y278 nylon carry case and R522-5 year warranty and chargers	363 ⁰⁰	11,979 ⁰⁰
	S. C. Sales Tax (5 %)		716 ⁴⁰
	TOTAL		15,044⁴⁰

Programming information will be provided with Purchase Order.
Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 4 weeks

Bidding Organization: MOTOROLA COMMUNICATIONS

Mailing Address: 5 creek view Ct.

Signature of Bidders Representative: Steve Chandler

Title: Sr. Acct. Mgr. Date: 11/7/97

Telephone: 864-244-0085

Fax: 864-244-3995

BIDDER		Jack L. Slagles Fire Equip. Co.		Anderson Fire & Safety, Inc.		Fireline, Inc.	
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2	#393 smoothbore	564.00	1,128.00	540.00	1,080.00	567.00	1,134.00
2	2.5" female adapters	21.00	42.00	55.00	110.00	21.30	42.60
2	2.5" male adapters	12.50	25.00	34.00	68.00	12.25	24.50
2	1.5" female adapters	16.50	33.00	50.00	100.00	16.50	33.00
2	1.5" male adapters	9.50	19.00	30.00	60.00	9.00	18.00
16	super pass alarms	97.25	1,556.00	96.00	1,536.00	113.00	1,808.00
1	back pack	263.00	263.00				
2	foam	75.00	150.00			80.00	160.00
2	cylinders	335.50	671.00	315.00	630.00		
1	pressure relief valve	766.00	766.00			749.00	749.00
21	coats	320.00	6,720.00	290.00	6,090.00	350.00	7,350.00
21	pants	222.50	4,672.50	199.00	4,179.00	265.00	5,565.00
28	gloves	28.25	791.00	22.00	616.00	26.00	728.00
11	bunker gear bags	36.50	401.50	30.00	330.00	40.00	440.00
15	2.5" hose	137.00	2,055.00	115.00	1,725.00	107.00	1,605.00
8	1.5" hose	68.00	544.00	74.00	592.00	64.00	512.00
	1.75" hose	124.00	372.00	123.00	369.00	134.00	402.00
10	helmets	124.35	1,243.50	110.00	1,100.00	102.00	1,020.00
2	streamlights	89.00	178.00	88.00	176.00	90.00	180.00
27	flashhoods	14.25	384.75	16.00	432.00	16.00	432.00
26	boots	62.00	1,612.00	63.00	1,638.00	59.00	1,534.00
2	rope & bag					300.00	600.00
1	pike pole	39.50	39.50	39.00	39.00	45.00	45.00
1	hose gate	362.00	362.00	223.00	223.00	218.00	218.00
1	hose clamp	268.00	268.00	268.00	268.00	265.00	265.00
2	jet nozzle	442.00	884.00	450.00	900.00	400.00	800.00
2	positive pressure fan	1,540.00	3,080.00	1,195.00	2,390.00	1,200.00	2,400.00
1	generator	1,105.00	1,105.00	2,600.00	2,600.00	1,220.00	1,220.00
1	5" hose	246.00	246.00	263.00	263.00	278.00	278.00
2	5" hose	300.00	600.00	286.00	572.00	278.00	556.00
	TOTAL PER VENDOR		\$ 1,480.50		\$ 15,604.05		\$ 2,469.60
	Delivery		35 -45 days		30 -60 days		45 days

Attended Bid Opening: Marianne Dillard, Jenny Peay, Ann Hughes - Oconee County

BIDDER		Nafeco		Carolina Safety Assoc., Inc.		Southeastern Fire Equipment	
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2	#393 smoothbore	570.00	1,140.00	622.16	1,244.32	627.00	1,254.00
2	2.5" female adapters	61.30	122.60	52.10	104.20	21.00	42.00
2	2.5" male adapters	29.50	59.00	36.35	72.70	11.75	23.50
2	1.5" female adapters	42.45	84.90	46.04	92.08	15.50	31.00
2	1.5" male adapters	31.50	63.00	26.05	52.10	9.00	18.00
16	super pass alarms	96.00	1,536.00	108.70	1,739.20	112.00	1,792.00
1	back pack		0.00	371.83	371.83		
2	foam	62.95	125.90	71.93	143.86		
2	cylinders			321.43	642.86		
1	pressure relief valve	634.20	634.20	816.73	816.73		
21	coats			294.98	6,194.58	295.00	6,195.00
21	pants			218.32	4,584.72	214.90	4,512.90
28	gloves	22.00	616.00	23.21	649.88	32.00	896.00
11	bunker gear bags	39.10	430.10	38.29	421.19	31.00	341.00
15	2.5" hose	113.00	1,695.00	98.70	1,480.50	102.00	1,530.00
8	1.5" hose	74.00	592.00	43.05	344.40	66.27	530.16
	1.75" hose	145.00	435.00	122.85	368.55	127.60	382.80
10	helmets	95.00	950.00	110.92	1,109.20	98.00	980.00
2	streamlights	90.00	180.00	93.03	186.06	89.50	179.00
27	flashhoods	13.50	364.50	16.72	451.44	14.50	391.50
26	boots	61.50	1,599.00	63.50	1,651.00	59.50	1,547.00
2	rope & bag	277.00	554.00	276.70	553.40	311.00	622.00
1	pike pole	34.00	34.00	43.49	43.49	35.60	35.60
1	hose gate	213.00	213.00	121.20	121.20	238.50	238.50
1	hose clamp	259.15	259.15	286.07	286.07	288.40	288.40
2	jet nozzle	451.65	903.30	450.18	900.36	467.00	934.00
2	positive pressure fan	1,024.40	2,048.80	1,367.47	2,734.94	988.00	1,976.00
1	generator	1,172.00	1,172.00	1,186.37	1,186.37	2,230.00	2,230.00
1	5" hose	229.30	229.30	309.75	309.75	235.00	235.00
2	5" hose	257.00	514.00	284.11	568.22	250.00	500.00
	TOTAL PER VENDOR		\$ 2,376.20		\$ 3,011.45		\$ 3,704.93
	Delivery		1 - 8 weeks		45 days		

BIDDER		UFCE, Inc.		Charlotte Equipment Sales, Inc.		Asheville Fire & Safety Co., Inc.	
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2	#393 smoothbore	629.00	1,258.00				
2	2.5" female adapters	23.00	46.00				
2	2.5" male adapters	13.23	26.46				
2	1.5' female adapters	17.82	35.64				
2	1.5" male adapters	9.78	19.56				
16	super pass alarms	100.00	1,600.00	91.75	1,468.00		
1	back pack						
2	foam						
2	cylinders					290.00	580.00
1	pressure relief valve	742.00	742.00				
21	coats	383.00	8,043.00	305.50	6,415.50		
21	pants	263.00	5,523.00	213.50	4,483.50		
28	gloves	23.00	644.00	26.00	728.00	20.00	560.00
11	bunker gear bags	27.00	297.00	32.00	352.00		
15	2.5" hose	109.00	1,635.00	106.00	1,590.00	110.00	1,650.00
8	1.5" hose	69.00	552.00	66.00	528.00	75.00	600.00
	1.75" hose	133.00	399.00				
10	helmets	114.00	1,140.00	97.50	975.00	135.00	1,350.00
2	streamlights	91.00	182.00			100.00	200.00
27	flashhoods	17.30	467.10				
26	boots	64.00	1,664.00	60.00	1,560.00	63.00	1,638.00
2	rope & bag	307.00	614.00				
1	pike pole	40.00	40.00				
1	hose gate	239.00	239.00				
1	hose clamp	290.00	290.00				
2	jet nozzle	493.00	986.00				
2	positive pressure fan						
1	generator						
1	5" hose	290.00	290.00			300.00	300.00
2	5" hose	275.00	550.00			325.00	650.00
	TOTAL PER VENDOR		\$ -		\$ 1,541.40		\$ 609.00
	Delivery		8 - 9 weeks		4 - 6 weeks		30 - 45 days

DRAFT

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

AGREEMENT AND AMENDMENT TO
EASEMENTS AND PROTECTIVE
COVENANTS

WHEREAS, the undersigned are the owners of those tracts or lots located within that development known as "Greenbriar On Hartwell" as shown upon plat recorded in Plat Book P40, at page 181, Records of Oconee County, South Carolina constituting Lots 1 - 71 inclusive; and

WHEREAS, said lots or tracts are subject to those Easements and Protective Covenants as recorded in Deed Book 12T, at page 357, Records of Oconee County, South Carolina; and

WHEREAS, the owners of the property within said development desire that the roads located therein, currently known as _____ be tendered to Oconee County for acceptance into the county road system; and

WHEREAS, in order to induce Oconee County to accept said roads for maintenance, the parties hereto desire to confirm that the property located within the development is not and shall not be restricted to residential use so as to meet the requirements of Oconee County Ordinance 91-9;

NOW THEREFORE, for and in consideration of the sum of \$ 1.00 and the covenants, agreements, representations and affirmations contained herein, to include the collective benefits flowing to all parties hereto as set forth and described herein, the adequacy and sufficiency of which is hereby accepted and acknowledged, the parties do covenant and agree as follows:

That those Easements and Protective Covenants, Greenbriar On Hartwell, Lot 1 through 71, as recorded in Deed Book 12T, at page 357, Records of Oconee County, South Carolina, are hereby amended, modified and clarified as follows:

1. That nothing contained in that document recorded in Deed Book 12T, at page 357, Records of Oconee County, South Carolina shall prohibit or prevent any person or entity from using any tract, lot or property shown on the plat referenced therein for any non-residential or commercial purpose which is permitted by applicable federal, state or local laws or regulations as the same may, from time to time be amended. All remaining terms and provisions of such easements and covenants not inconsistent herewith shall remain in force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals:

WITNESSES:

OWNERS:

(signature)
PrintName: _____

(signature)
PrintName: _____

Owner(s) of Lot ____ as evidenced by deed recorded in Deed Book _____, at page _____, Records of Oconee County, SC

PROBATE AS TO OWNERS

STATE OF _____
COUNTY OF _____

PERSONALLY appeared before me the undersigned witness who upon oath deposes and states that (s)he saw the within named owner(s) of Lot ____ sign, seal and as their act and deed deliver the within written instrument for the purposes herein stated, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____ day of _____, 19____

WITNESS

Notary Public for _____
My commission Expires: _____

WITNESSES:

MORTGAGEE/ASSIGNEE
I/WE CONSENT:
Name of institution: _____

WITNESS # 1 _____

BY: _____
(signature)

WITNESS # 2 _____

TITLE: _____
ITS DULY AUTHORIZED OFFICER

Mortgagee/Assignee of Mortgage recorded in REM Book _____, at page _____, Records of Oconee County, SC

STATE OF _____
COUNTY OF _____

PROBATE AS TO MORTGAGEE/ASSIGNEE

PERSONALLY appeared before me the undersigned witness who upon oath deposes and states that (s)he saw the within named Mortgagee/Assignee of that Mortgage referenced herein as to Lot ____ recorded in REM Book _____, at page _____, by and through its duly authorized officer sign, seal and as his/her act and deed deliver the within written instrument for the uses and purposes herein stated, and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this _____ day of _____, 199____

WITNESS

Notary Public for _____
My commission expires: _____

DRAFT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
AGREEMENT AND AMENDMENT TO
COVENANTS AND RESTRICTIONS

WHEREAS, the undersigned constitute the owners of lots or tracts and all persons or entities owning and interest in such property located within the development known as OAK CREEK ESTATES as shown upon Plat recorded in Plat Book A228, at page 3, Records of Oconee County, South Carolina; and

WHEREAS some of the lots or tracts located within said development are subject to covenants and restrictions recorded in Deed Book 751, at page 275 and in Deed Book 746, at page 117, Records of Oconee County, South Carolina and as set forth in deeds to certain lots or tracts; and

WHEREAS the owners of the property within the development desire that the road located therein, currently known as TALL OAK TRAIL, be tendered to Oconee County for acceptance into the county road system; and

WHEREAS in order to induce Oconee County to accept said road for maintenance, the parties hereto desire to confirm that the property located within the development is not and shall not be restricted to residential use so as to meet the requirements of Oconee County Ordinance 91-9;

NOW THEREFORE, for and in consideration of the sum of \$1.00 and the covenants, agreements, representations and affirmations contained herein, to include the collective benefits flowing to all parties hereto as set forth and described herein, the adequacy and sufficiency of which is hereby accepted and acknowledged, the parties to covenant and agree as follows:

That the covenants and restrictions contained in Deeds recorded in Deed Book 751, at page 275; in Deed recorded in Deed Book 746, at page 117, and all covenants and agreements contained in individual deeds of conveyance to the parties hereto are hereby amended, revised and clarified to provide that the property located in the Development known as OAK CREEK ESTATES as shown upon Plat recorded in Plat Book A228, at page 3, Records of Oconee County, South Carolina is not and shall not be restricted to residential use such that said property, tracts or lots may be used for any non-residential business or commercial purpose which is permitted by applicable federal, state or local laws or regulations as the same may, from time to time be amended. All remaining provisions of those covenants and restrictions referenced herein not inconsistent herewith shall remain in effect. The parties, by their signature hereto, do hereby consent and agree to the terms and provisions of this agreement.

WITNESSES:

OWNERS:

_____ (SEAL)
(signature)

PrintName: _____

_____ (SEAL)
(signature)

PrintName: _____

Owner(s) of Lot ___ as evidenced
by Deed recorded in Deed Book
_____, at page _____,
Records of Oconee County, SC

WITNESSES:

WITNESS # 1

WITNESS # 2

MORTGAGEE/ASSIGNEE

I/WE CONSENT:

Name of institution:

BY: _____
(signature)

TITLE: _____
ITS DULY AUTHORIZED OFFICER
Mortgagee/Assignee of Mortgage
recorded in REM Book _____, at
page _____, Records of Oconee
County, SC

Oconee County Personnel Office

Public Service Building

208 Booker Dr

Walthalla SC 29691

(864) 638-4240

An Equal Opportunity/Affirmative Action Employer

November 14, 1997

Re: JUDY ALEXANDER,
(Library)

Ms. Alexander has been on Medical Leave (diagnosis cancer) since November 20, 1996.

Her doctor feels that Ms. Alexander will be able to resume her job by the end of the year.

Current Policy and Procedure - Long Term Illness, page 16, states that leave with out pay may be granted for one full year from the last day worked. An extension for up to six (6) months may be granted with the approval of County Council.

We are asking for your consideration in extending her Leave of Absence thru the end of the year, as it will expire on November 20, 1997.

Thank You for your attention in this matter.

Respectfully,



Kay Olbon
Personnel Coordinator